

# EXHIBIT A

STATE OF MICHIGAN

IN THE CIRCUIT COURT OF THE COUNTY OF WAYNE

CATRINA WILSON,

Plaintiff,

CASE NO.: 22- -NI  
HON.

RAIM ASLANOV,  
SAFARI EXPRESS INC., and  
ARSENAL CARRIER, INC.,

Defendants.

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**STEVEN R. ZANG, (P45095)**  
**MATTHEW M. THOMAS, (P78740)**  
***LUXON & ZANG, P.C.***  
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There is now on file in this Court a civil action between these parties or other parties arising out of the same transaction or occurrence as alleged in the Complaint. The action was dismissed and was given case number 2020-004281-NF. The action was assigned to Judge Craig S. Strong.

/s/ Matthew M. Thomas  
Matthew M. Thomas

**PLAINTIFF'S COMPLAINT**

**NOW COMES** Plaintiff Catrina Wilson, by and through her attorneys, **LUXON & ZANG, P.C.**, and for he Complaint against the above-named Defendants, states as follows:

1. Plaintiff Catrina Wilson is a resident of the City of Warren, County of Macomb, State of Michigan.
2. Defendant Raim Aslanov, by all information and belief, is and was a resident of City of Cumming, in the State of Georgia.

3. Defendant Arsenal Carrier, Inc., by all information and belief, conducts business in the City of Detroit, in the County of Wayne, in the State of Michigan.

4. Defendant Safari Express Inc., by all information and belief, conducts business in the City of Detroit, in the County of Wayne, in the State of Michigan.

5. That the incidents which give rise to this litigation occurred in the City of Detroit, in the County of Wayne, State of Michigan.

6. That the amount in controversy exceeds \$25,000.

**GENERAL ALLEGATIONS**

7. Plaintiff hereby restates and re-alleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

8. On or about March 22, 2019, Plaintiff Catrina Wilson was driving on Gratiot Avenue at it's intersection with I-94 Service Drive when she was struck by a 2019 Volvo, VIN #4V4NC9EJ4KN210470, driven by Defendant Raim Aslanov and owned by Defendant Arsenal Carrier, Inc. and/or Defendant Safari Express Inc..

9. As a result of the March 22, 2019 automobile accident, Plaintiff sustained the injuries and losses as described below.

**COUNT I:**  
**NEGLIGENCE AS TO DEFENDANT RAIM ASLANOV**

10. Plaintiff hereby restates and re-alleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

11. On or about March 22, 2019, Defendant Raim Aslanov owed a duty to Plaintiff to operate his vehicle with due care and caution and to obey the statutes of the State of Michigan, as well as the adopted ordinances within the City of Detroit, then and there applicable to the operation of a motor vehicle, and to obey the common law of the State of Michigan applicable to said statutes, and that

notwithstanding such duties, Defendant Raim Aslanov did violate same, wherein said negligence, and/or gross negligence did consist of more particularly, as follows:

- a. To operate the motor vehicle on the roadway in a manner and at a rate of speed that would permit it to be stopped within a safe distance, MCL 257.627(1);
- b. Not to operate the vehicle carelessly and heedlessly with willful and wanton disregard for the safety and rights of others, MCL 257.626(2);
- c. To keep the automobile constantly under control;
- d. To attempt to stop the vehicle when Defendant knew or should have known that failure to do so would naturally and probably result in injury to each Plaintiff;
- e. To observe the highway in front of Defendant's vehicle when Defendant knew or should have known that failure to observe Plaintiff's oncoming vehicle would endanger the life or property of other persons using the roadway;
- f. That Defendant was negligent in entering the intersection in violation of the red traffic signal then and there applicable to said vehicle, all in violation of MCLA 257.611, MCLA 257.612 and Michigan Common Law;
- g. In other ways not yet fully known. Plaintiff reserve his right to amend this Complaint as necessary and allowed.

12. As a direct and proximate result of the negligence of Defendant Raim Aslanov, Plaintiff sustained the serious injuries and losses as described below.

**WHEREFORE**, Plaintiff hereby prays that this Court enter a Judgment against Defendant Raim Aslanov in an amount found to be due, plus statutory interest from the date the amount fell due, plus the costs and reasonable attorney fees.

**COUNT II:**  
**OWNERSHIP LIABILITY AS TO DEFENDANT SAFARI EXPRESS INC.**

13. Plaintiff hereby restates and re-alleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

14. That for all times relevant herein, Defendant Safari Express Inc. was the owner of the above-mentioned 2019 Volvo, driven by Defendant Raim Aslanov, within the meaning of MCLA 257.401.

15. That as the owner of said vehicle, Defendant Safari Express Inc. owned the same duty to Plaintiff, as did the Defendant driver, and that notwithstanding such duties, Defendant owner, Safari Express Inc., did violate same in the manner previously alleged resulting in the damages and losses previously alleged.

16. The negligent acts of Defendant Safari Express Inc., as outlined above, are an actual and proximate cause of Plaintiff's severe injuries, as alleged below.

**WHEREFORE**, Plaintiff hereby prays that this Court enter a Judgment against Defendant Safari Express Inc. in an amount found to be due, plus statutory interest from the date the amount fell due, plus the costs and reasonable attorney fees.

**COUNT III:**  
**OWNERSHIP LIABILITY AS TO DEFENDANT ARSENAL CARRIER, INC.**

17. Plaintiff hereby restates and re-alleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

18. That for all times relevant herein, Defendant Arsenal Carrier, Inc. was the owner of the above-mentioned 2019 Volvo, driven by Defendant Raim Aslanov, within the meaning of MCLA 257.401.

19. That as the owner of said vehicle, Defendant Arsenal Carrier, Inc. owned the same duty to Plaintiff, as did the Defendant driver, and that notwithstanding such duties, Defendant owner, Arsenal Carrier, Inc. did violate same in the manner previously alleged resulting in the damages and losses previously alleged.

20. The negligent acts of Defendant Arsenal Carrier, Inc., as outlined above, are an actual and proximate cause of Plaintiff's severe injuries, as alleged below.

**WHEREFORE**, Plaintiff hereby prays that this Court enter a Judgment against Defendant Safari Express Inc. in an amount found to be due, plus statutory interest from the date the amount fell due, plus the costs and reasonable attorney fees.

**DAMAGES**

21. Plaintiff hereby restates and re-alleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

22. As a direct and proximate result of the breach of Defendants' duties, the collision occurred and Plaintiff sustained the following injuries and losses:

- a. Injuries to her neck, back and spine;
- b. Disc herniations in the cervical spine at C2-C3, C5-C6, C6-C7 and injuries related thereto;
- c. Disc herniations in the lumbar spine at L3-L4, L4-L5 and injuries related thereto;
- d. Aggravation of pre-existing injuries to the extent applicable;
- e. Psychological and emotional injuries;
- f. Pain and suffering, past, present and future;
- g. Serious impairment of bodily functions;
- h. Other injuries yet unknown.

**WHEREFORE**, Plaintiff respectfully asks the Court to award damages against the Defendants in whatever amount Plaintiff is found to be entitled to in excess of Twenty-Five Thousand (\$25,000.00) Dollars, plus interest cost and attorney fees.

Respectfully Submitted,  
**LUXON & ZANG, P.C.**

/s/ Matthew M. Thomas  
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Dated: March 22, 2022